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Date: January 19, 2010 Name: Vincent J. Gatto, Reg. No. 44,714 Signature:



PATENT
CASE NO. 8285/671

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Marc Ira Lipton, et al.

Examiner: Simon Sing

Serial No. 10/772,674

Group Art Unit No.: 2614

Filing Date: February 4, 2004

For Method and System for Ordering a
Telecommunication Service

REPLY BRIEF

Mail Stop Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sirs:

This Reply Brief is being filed further to the Examiner's Answer mailed November 27, 2009. This Reply Brief is filed prior to the end of the two month time window provided under 37 CFR 41.41 and MPEP 1208.

Reply to Examiner's Answer

Appellant submits that the pending rejections fail to cite references teaching or suggesting all of the claimed features.

A. Claim 34

Claim 34 recites, among other things, a system for providing a session for ordering a telecommunication service "wherein the database maintains a recorded audio representation of at least a portion of the telecommunication call which documents that an individual has affirmatively accepted the terms and conditions, wherein the terms and conditions are accepted without a service contract."

The Examiner's Answer states, without support, that Edwards teaches agreeing and verifying, without signing a service contract, or without an existing contract, a switch to another long distance carrier. See Examiner's Answer, p. 4. There is no support in Edwards, however, for such a teaching.

Edwards et al. tries to address problems that may occur when a customer switches a long distance service but denies ever having given the authorization to switch the service. Edwards et al. relates to a third party verification system of the service contract that's in place. A customer database manager contacts the customer and, responsive to the customer's authorization to switch a long distance carrier, creates a text file of the customer's responses to a series of questions supporting the authorization to switch the service. The service contract is existing in Edwards et al. when the inquiries occur.

Nor does O'Neal et al. fill the gaps. O'Neal et al. relates to identifying and validating a telephone for activating and servicing a cellular telephone service. See Abstract and Col. 1, ll. 5-10. In step 217, a voice response unit plays recorded messages to the customer concerning the terms and conditions of the cellular service, charges and payments, and any other contract provisions which the customer must acknowledge and accept. The voice response unit then instructs the customer to indicate acceptance of the terms and conditions by pressing a key or speaking a specified word or phrase, in order to activate the telephone. See Col. 13, ll. 18-25. The

description of O'Neal is silent with regard to the terms and conditions being accepted without a service contract.

The claims recite that "the terms and conditions are accepted without a service contract." The processor then "creates a record of the session in the database, wherein the database maintains a recorded audio representation of at least a portion of the telecommunication call which documents that an individual has affirmatively accepted the terms and conditions." Neither Edwards nor O'Neal et al., alone or in combination, disclose or suggest these features.

For at least these reasons, Applicants respectfully request review of the final rejection directed against the current application and withdrawal of the rejections against the claims.

B. Claim 46

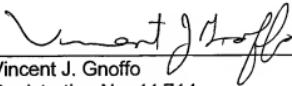
Claim 46 recites a method for ordering a telecommunication service via a telecommunications call which maintains "a record including a recorded audio representation of at least a portion of the telecommunication call which documents that an individual has affirmatively accepted the terms and conditions contract without a service contract, wherein the maintaining of the record occurs with the use of processor in communication with a database."

As discussed above, the Office Action is incorrect that Edwards et al. and O'Neal et al., alone or in combination, teach verifying, without a service contract, accepting terms and conditions. For at least these reasons, Applicants respectfully request review of the final rejection directed against the current application and withdrawal of the rejections against the claims. For at least these reasons, Appellant respectfully requests review of the final rejection directed against the current application and withdrawal of the rejections against the claims.

Conclusion

For the reasons provided above, Appellant submits that claims 1, 4-11 and 14-21 and 23-24 are allowable over the cited art. Appellant respectfully submits that the outstanding rejections of the claims as unpatentable is in error and should be reversed.

Respectfully submitted,



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